

LEASE

Lease #11642

Between

The STATE OF MICHIGAN, as Lessor

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 as	LC33	

By the authority of Section 221(6) of the Mana	gement and Budget Act, 1984 PA 431, as amended, MCL
18.1221(6), this Lease is entered into by the S	State of Michigan by the Department of Technology,
Management & Budget (DTMB) (Lessor) and	(Lessee), whose address is
	AMERICAN TRANSPORTS

Lessor and Lessee, for the consideration specified in this Lease, agree to the following terms, conditions, and covenants:

DESCRIPTION OF PREMISES: Lessor leases to Lessee space of approximately sixteen (16) square feet in each of the thirteen (13) State of Michigan Office Buildings listed below and as further illustrated and described in Attachment A to this Lease (collectively known as "the Premises"). While minor variances from one ATM site to another may exist, Lessor and Lessee agree that all the ATM sites are approximately equal in size and features.

No.	Office Building	Address	ATM Site
1.	Grand Tower	235 S. Grand Ave., Lansing	1 st floor lobby
2.	Lewis Cass	320 S. Walnut St., Lansing	1 st floor stairwell
3.	George W. Romney	111 S. Capitol Ave., Lansing	Ground floor lobby
4.	Van Wagoner	425 W. Ottawa St., Lansing	1 st floor lobby
5.	Richard Austin	430 W. Allegan St., Lansing	1 st floor. Lobby
6.	Stevens T. Mason	530 W. Allegan St.,, Lansing	Basement near central stairs
7.	Ottawa Bldg.	611 W. Ottawa St. , Lansing	U. L. parking elevator lobby
8.	Operations Center	7285 Parsons Dr., Windsor Twp.	1 st floor dining room
9.	Constitution Hall	525 W. Allegan St., Lansing	Atrium ground floor by east stairs
10.	Hall of Justice	925 W. Ottawa St., Lansing	1st floor café area
11.	Michigan Library and	702 W. Kalamazoo St., Lan-	1 st floor common area near
	Historical Center.	sing	south entrance
12.	General Office Bldg.	7150 Harris Dr., Windsor Twp.	1 st floor dining area
13.	Michigan State Police HQ	333 S. Grand Ave., Lansing	1 st floor lobby

- A. While the ATM sites above are in specific and fixed locations, the Lessor may reassign Lessee's ATM(s) to comparable alternative ATM sites within their same respective building(s). Such reassignment shall be made only when absolutely necessary to accommodate Lessor's own business or facility management operations and only when Lessee can be given fifteen (15) days advance written notice. Lessor may also reassign Lessee's ATMs to comparable alternative space in other of Lessor's buildings in response to a prolonged closure of any of the initial ATM site buildings (for example, to accommodate extensive repairs or remodeling) characterized by relocation of all or most of Lessor's own employees from that building. In that event, every reasonable effort shall be made to give Lessee at least fifteen (15) days advance notice and to assign alternative ATM space that closely as possible follows Lessor's relocated employees to their own new building(s).
- B. If Lessee's ATM is reassigned to an alternative ATM site, Lessee may decline to accept the alternative ATM site without cancelling this Lease or incurring any penalty. Lessee must give written notice of its decision to decline the alternative ATM site within fifteen (15) days of being notified by Lessor of the reassignment to that alternative ATM site. If Lessee declines the alternative ATM site, Lessee shall carefully remove their ATM from Lessor's building within fifteen (15) days of being notified by Lessor of the reassigned ATM site and restore the ATM site to as-found condition, less reasonable wear and tear. In that event, the rent due from Lessee to Lessor shall be henceforth prorated as provided in Paragraph 5C of this Lease. If Lessee accepts the alternative ATM site, Lessee shall relocate Lessee's subject ATM to that new ATM site within fifteen (15) days of being so notified. However, Lessee may request, and Lessor may grant, an extension of that deadline via the normal notification procedures of this agreement, though Lessor shall not be obligated to grant such an extension.
- C. Lessee may offer, and Lessee may accept, additional ATM sites on State of Michigan property on a pro-rated then current rent basis via an amendment to this Lease which must be duly approved for Lessor and Lessor in the same manner as this Lease itself was duly approved.
- 2. LESSOR'S OPERATIONS: Lessee covenants that the purpose of this Lease is operating, servicing and maintaining free-standing Automatic Teller Machines (ATMs) which facilitate safe, reliable and convenient financial transactions and related services for State of Michigan employees, their guests, and duly admitted members of the general public at specific designated ATM sites in selected State of Michigan buildings. Lessee also covenants that its use of the Premises shall, at no time, interfere with the business operations of Lessor in Lessor's buildings and grounds or elsewhere.
- 3. CONDITION OF PREMISES: Lessee represents and warrants that Lessee has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean, and tenantable condition. Lessee represents that it is taking possession of the Premises in their "as is" condition.
- 4. TERM: Lessor shall lease the Premises to Lessee for a five-year initial term of possession beginning upon actual possession or on ______, and ending on _____, or such later date as provided in Paragraph 6. The beginning and ending Lease term dates may be altered by mutual written consent to reflect the actual date of occupancy. If the occupancy date is changed, Paragraph 6 shall also be changed accordingly.

5.	Mich	ee shall pay rent to Lessor at, "Attention: Director, Planning and Administrative Services igan Department of Technology, Management and Budget, Financial Services, P.O. Box
		11, Lansing, Michigan 48909-8181", or at such other address as Lessor may from time to time gnate. Beginning Dollars
	(\$) per annum and rent shall be due and payable monthly by the first day of each ndar month in equal installments of Dollars (\$). Beginning
	Para	, and continuing through the end of the initial term of possession specified in graph 4 above, rent shall be paid at the rate ofDollars (\$) per
	annu	m and rent shall be due and payable monthly by the first day of each calendar month in equal
	insta	Ilments of Dollars (\$).
	A.	If at any time Lessee vacates the Premises prior to the expiration of the Lease and has failed to give proper notice pursuant to Paragraph 17, Lessee will be responsible for all rental payments and repairs, above and beyond normal wear and tear, until the expiration of the Lease.
	B.	Rent during the renewal period(s) agreed to pursuant to Paragraph 6 of the Lease shall be at the prevailing market rental value or based on actual costs as determined by the DTMB Director and as approved by the State Administrative Board.
	C.	In the event that Lessee fails to make a required payment under this Lease within ten (10) days of it due date, Lessee shall owe and pay to Lessor, in addition to such rent due or other charges due hereunder, a "late fee" in the amount equal to two percent (2.0%) of Lessee's late balance, compounded monthly.
	D.	For purposes of pro-rating rent, if the need for that ever arises, all ATM sites shall be deemed to be of equal value and of equal weight in comprising the total rent.
3.	Less expir writte	ION TO RENEW: This Lease may be renewed for up to two consecutive three-year terms if ee gives Lessor ninety (90) days written notice before this Lease or any extension thereto es and agrees to any additional terms and rent modifications proposed by Lessor. Lessor's en consent is necessary for any Lease term extension. Lessor's rental rate for the Premises g an extended term will be established as set forth in Paragraph 5C.
7.		VICES AND RESPONSIBILITIES OF LESSOR: Lessor shall provide to the Lessee the ving [at Lessor's own expense]:
	A.	Electrical power, as supplied to Lessor's buildings by the local electric power utility provider, which Lessee may use to operate and maintain Lessee's ATMs.
	B.	Access to a standard data communications port dedicated for exclusive use by the Lessee's ATM. The parties agree that Lessor shall incur no service or toll charges arising from Lessee's use of that data communications port.
	C.	Janitorial services and waste removal services for the buildings in which Lessee's ATMs are Located, in accordance with the State own high standards and best practices for facility management.

- D. If requested by Lessee, the State shall make every reasonable effort to accommodate placement of Lessee's non-electric signs announcing the location of Lessee's ATMs in the main foyer, lobby or entrance of each State-owned building containing an ATM covered by this Lease. Signs shall be limited to no more than two per building and shall be of a size, location and design as the Lessee and the Lessor shall mutually agree is appropriate for the specific foyer/lobby/entry space in question. The ATM unit itself may display the Lessee's logo, name or other information as lighted or unlighted sign panels on the body of the ATM unit as is reasonable and customary for ATMs.
- E. The State will, within reason, accommodate the need for Lessee's personnel to access and service ATMs both on a scheduled and non-scheduled basis provided the State's own building security policies and procedures are maintained. Lessee's personnel and contractors servicing ATM's may need to pass State background checks to gain routine access to State of Michigan buildings.
- F. For the duration of this Lease, and any extension thereto, Lessor shall not knowingly allow any other financial services ATM which does not belong to Lessee, to operate in the same buildings (nor on the surrounding grounds of those buildings as described by Lessor's property deeds) in which Lessee has ATMs operating in compliance with the terms and conditions of this Lease.
- 8. SERVICES AND RESPONSIBILITIES OF LESSEE: Lessee shall provide the following services at Lessee's own expense:
 - A. Telecommunications services and equipment as needed to operate Lessee's ATMs provided these are deemed by Lessor to be compatible with existing building telecommunications services, equipment and infrastructures.
 - B. Security for Lessee's ATMs, their contents and Lessee's servicing thereof.
 - C. A legible photocopy of the current legal corporation entity documents of the Lessee. This shall include signature authorizations indicating the signatory of this Lease is authorized to act on behalf of the legal entity in this real estate transaction.
 - D. For the duration of this Lease and any extension thereto, Lessee shall maintain its status as a "Qualified Financial Institution" which is defined for purposes of this Lease as a bank that has its deposits insured via the Federal Deposit Insurance Corporation (FDIC) or a credit union that has its shares insured via the National Credit Union Share Insurance Fund (NCUSIF). Lessee must also conduct lending practices that comply with all applicable Federal and State equal opportunity lending laws to maintain its status as a Qualified Financial Institution. A breach of this covenant is a material breach of this Lease.
 - E. Lessee's ATMs operating under this Lease must meet the following performance criteria:
 - 1. Must be able to dispense U.S. currency, accept cash and check deposits, provide a written receipt for each transaction on customer's request and take a security camera photo of each customer. Must allow at least account-holding customers of the Lessee to query their account balance(s) and transfer funds between deposit accounts held at Lessor's bank or credit union. Must track transaction counts and identify each transaction with a unique identifier code.

- 2. Must be properly serviced, repaired, operated and stocked with cash and operating supplies in accordance with commonly accepted ATM operator best practices and as needed to routinely accommodate ATM customers.
- 3. Must operate continuously 24/7 and in good working order throughout the term of the agreement, except as needed for usual and customary restocking and servicing. ATMs which are out of service for a continuous period of seven (7) consecutive days shall be removed and replaced with fully operational ATMs by Lessee.
- 4. Must comply with all applicable electronic Information technology security policies and procedure of the State of Michigan as determined by Lessor.
- 5. Must be compatible with the existing electrical, data transmission and floor Loading capabilities of the actual ATM sites offered by Lessee, though modifications to any given sites as need to ensure compliance may be possible pursuant to Paragraph 10 on alterations below and at the Lessee's sole expense.
- E. Lessee agrees that ATMs covered by the Lease shall not charge any ATM access or service fee that is greater than the lowest fees charged for the same access or service among the Lessee's other ATM locations which are not covered by this Lease. Lessee shall provide its complete current ATM fee schedule in writing to Lessor on request, but no more than once per calendar year.

F.	Other services and responsibilities	s of Lessor (if	any):

- 9. ASSIGNMENT AND SUBLEASE: Lessee shall neither assign, sublet, nor grant any license for use of the Premises, or any part thereof, without Lessor's prior written consent, which Lessee shall request at least thirty (30) days in advance of a proposed assignment, sublease, or license. Consent by Lessor to any one assignment, sublease, or license shall not be considered to be a consent to any subsequent assignment, sublease, or license. Any assignment, sublease, or license without the prior written consent of Lessor shall be absolutely null and void and shall, at Lessor's option, terminate this Lease.
- 10. ALTERATIONS: No alterations, modifications, or improvements shall be made to the Premises without Lessor's prior written consent, which Lessee shall request at least thirty (30) days in advance of a proposed alteration, modification, or improvement. At the expiration or cancellation of the Lease, all alterations, modifications, and improvements to the Premises shall become the property of Lessor unless otherwise agreed in writing by Lessor. In the event that the parties agree that Lessee may remove Lessee improvements, Lessee shall restore the Premises to its original condition.
- 11. LAWS, CODES AND PERMITS: Lessee shall comply with all applicable (including but not limited to all environmental) laws, regulations, and codes and will obtain any necessary permits in connection with its use of the Premises.
- 12. DAMAGE AND REPAIRS: Lessee shall reimburse Lessor for any repairs to the Premises resulting from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Premises.

- 13. INSPECTION OF PREMISES: Lessor and Lessor's agents and employees shall have the right at all reasonable times to enter the Premises for the purposes of making any inspections, repairs, additions, or alterations as may be deemed appropriate by Lessor for the preservation of the Premises.
- 14. INDEMNIFICATION: Lessee agrees to hold harmless, defend, and indemnify Lessor, its agents and employees, from and against any and all claims, costs, losses, suits, demands, actions, liabilities, damages, causes of action or judgments, including, but not limited to, alleged violations of environmental laws, that may in any manner be imposed on or incurred by the Lessor, its agents and employees, for any bodily injury, loss of life, and/or damage to property, resulting from, arising out of, or in any way connected with Lessee's use of the Premises. This indemnification and hold harmless provision shall survive the termination of the leasehold interest and the sale of the Premises by Lessor.
- LIABILITY INSURANCE: Lessee shall maintain general premises liability insurance for the Premises that provides full coverage for Lessee, Lessor, and their respective agents and employees and that protects against all claims, demands, actions, suits, or causes of action, and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Premises. Lessee agrees to maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. Lessee shall provide to Lessor a certificate of insurance listing Lessor, its several departments, boards, agencies, commissions, officers, and employees as additional insured, within thirty (30) days following execution and delivery of this Lease to Lessee, and every year thereafter. The insurance policy shall provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice given to Lessor.

16. PUBLIC POLICY PROVISIONS:

- A. NONDISCRIMINATION: Lessee shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Lessee agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Lease. This covenant is cross-referenced in Paragraph 17.B.2.
- B. UNFAIR LABOR PRACTICES: Lessee shall comply with State Contracts with Certain Employers Prohibited, 1980 PA 278, as amended, MCL 423.321 *et seq.* This covenant is cross-referenced with Paragraph 17.B.1.

17. CANCELLATION:

A. CANCELLATION: Notwithstanding Paragraph 17 B, either party may cancel this Lease upon ninety (90) days written notice to the other party delivered either in person or by

certified mail, return receipt requested, to the other party's address pursuant to the "Notices" provisions of this Lease. Any cancellation of this Lease shall result in the simultaneous cancellation of all ATM sites which are subject to this Lease, unless Lessee and Lessor mutually agree otherwise in writing via an amendment to the Lease. Otherwise, no individual ATM site, nor any subset of multiple ATM sites, which are subject to this lease may be terminated independently of other ATM sites subject to this Lease, except under the very specific circumstances having to do with Lessee declining Lessor's reassignment of Lessee's ATM to alternative ATM space given in Paragraphs 1A and 1B.

- B. This Lease may be cancelled by Lessor provided Lessee is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:
 - Lessee or any subcontractor, manufacturer or supplier of Lessee appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs, formerly known as the Department of Consumer and Industry Services, pursuant to 1980 PA 278, as amended, MCL 423.321 et seq. (State Contracts with Certain Employers Prohibited) This covenant is cross-referenced in Paragraph 16.B.
 - Lessee or any subcontractor, manufacturer or supplier of Lessee is found guilty of discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 et seq. (Elliott-Larsen Civil Rights Act); or 1976 PA 220, as amended, MCL 37.1101 et seq. (Persons with Disabilities Civil Rights Act). This covenant is cross-referenced in Paragraph 16.A.
 - Lessor determines that the Premises are no longer being used for the purposes stated in Paragraph 2 of this Lease and/or Lessee fails to perform any of its obligations under the Lease, and such failure is not cured within thirty (30) calendar days after written notice of default is given to Lessee.
- 18. QUIET ENJOYMENT: Upon payment of the rent and the performance of the conditions outlined in this Lease, Lessee may peacefully and quietly have, hold, and enjoy the Premises.
- 19. RESERVATION: Lessor reserves the right to grant rights-of-way and easements of any kind and nature over and across the premises and to grant or exercise all other rights and privileges of every kind and nature not specifically granted in this Lease.
- 20. HOLDOVER TENANCY: If Lessee remains in possession of the Premises after the expiration of this Lease, with the consent of Lessor but without a renewal of this Lease pursuant to Paragraph 6, a new tenancy from month-to-month shall be created between Lessor and Lessee. The new tenancy shall be subject to all of the terms and conditions of this Lease, with rent due and owing at the monthly rate and schedule then current at the end of this Lease, except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
- 21. TAXES: If Lessee is a nongovernmental entity, it may be subject to taxation for the Premises as provided in 1953 P.A. 189, as amended, MCL 211.181 *et seq.* (Taxation of Lessees or Users of Tax-Exempt Property). Lessee's failure to notify the taxing authority of this Lease and/or its failure to pay its pro rata share of real property taxes by the first due date shall be a breach of the Lease. Lessee shall provide Lessor with paid receipts for any real property taxes within thirty (30) days after the tax due date.

22. NOTICES: Any notice to Lessor or to Lessee required by this Lease shall be considered effective if submitted in writing and sent by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested. Unless either party notifies the other in writing of a different mailing address, notices to Lessor and Lessee shall be sent to the addresses listed below:

Lessee	Lessor
Title:	Attn: Director
Entity:	Real Estate Division
Address	Michigan Department of Technology, Manage-
1:	ment
Address	and Budget
2:	Stevens T. Mason Building
City, State ZIP Code:	530 West Allegan Street
Telephone:	Lansing Michigan
Fax:	48933
E-	
mail:	

Notices shall be considered effective as of 12:00 noon Eastern Standard Time on the third business day following the date of mailing, if sent by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or comparable agency performing such function, shall be conclusive evidence of the date of mailing.

- 23. INTERPRETATION: This Lease shall be interpreted in accordance with the laws of the State of Michigan.
- 24. REQUIRED APPROVALS: This Lease shall not be binding or effective on either party until approved (and witnessed and notarized as necessary) by the Lessor, Lessee, Department of Attorney General, Department of Technology, Management & Budget, Building Committee of the State Administrative Board, and the State Administrative Board.
- 25. SEVERABILITY: Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.
- 26. ENTIRE AGREEMENT AND ENCLOSURES: This Lease, with the Attachment(s) listed below, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed. See Paragraph 24.
- 27. RESERVED
- 28. ATTACHMENTS TO THIS LEASE:

ATTACHMENT A: FLOOR PLANS AND MAPS INDICATING LOCATIONS OF SUBJECT ATM SITES (16 PAGES).

LESSEE:	

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee:			
	Date:		
Signature			à
Print Name: Title:			
State of, Coo	unty of	•	
The foregoing instrument was	acknowledged befc	ore me on this day o	of
2013, by			
Туре	or print name(s) of	person(s) signing this document	
the	of		
		ion, on behalf of the corporation.	
	, Notary Public in	the County of	
Acting in the County of		, State of	
My commission expires			

MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessor:
Date:
Signature Signature
Robert M. Burns Director, Real Estate Division Department of Technology, Management & Budget
State of Michigan, County of Ingham
The foregoing instrument was acknowledged before me on this day of, 2013 by Robert M. Burns, Director of the Real Estate Division of the Michigan Department of Technology, Management & Budget. , Notary Public in the County of
Acting in the County of, State of Michigan.
My commission expires
This Lease has been approved as to legal form by the Michigan Attorney General
This Lease was approved by the Michigan State Administrative Board on:
ITEM#

Form Updated: 10-26-2010



ATTACHMENT A TO LEASE 11642

FLOOR PLANS AND MAPS INDICATING LOCATIONS OF SUBJECT ATM SITES

CONTENTS

Page.	Office Building Name	Address	ATM Site
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15.	State Secondary Complex Map showing overview of ATM sites there		

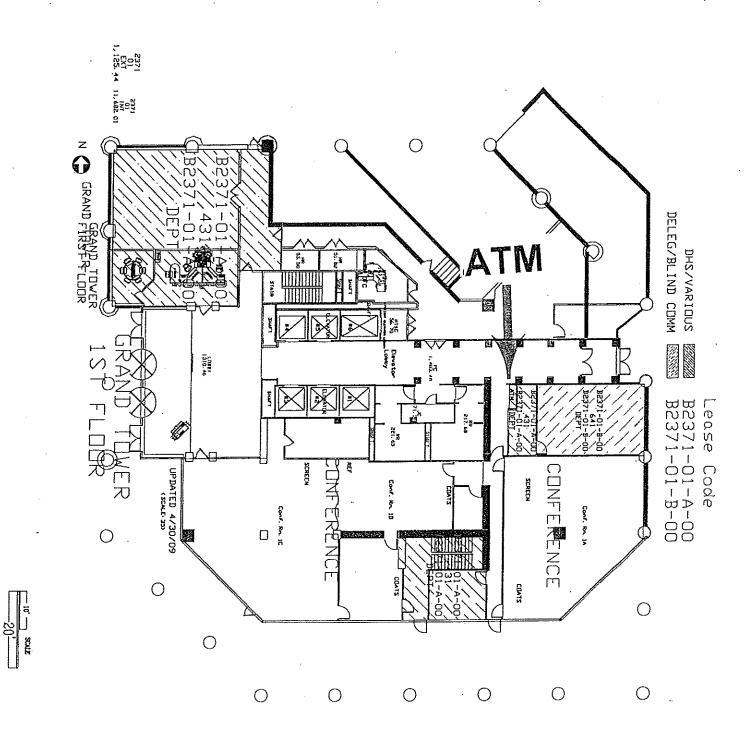


ATTACHMENT A TO LEASE 11642

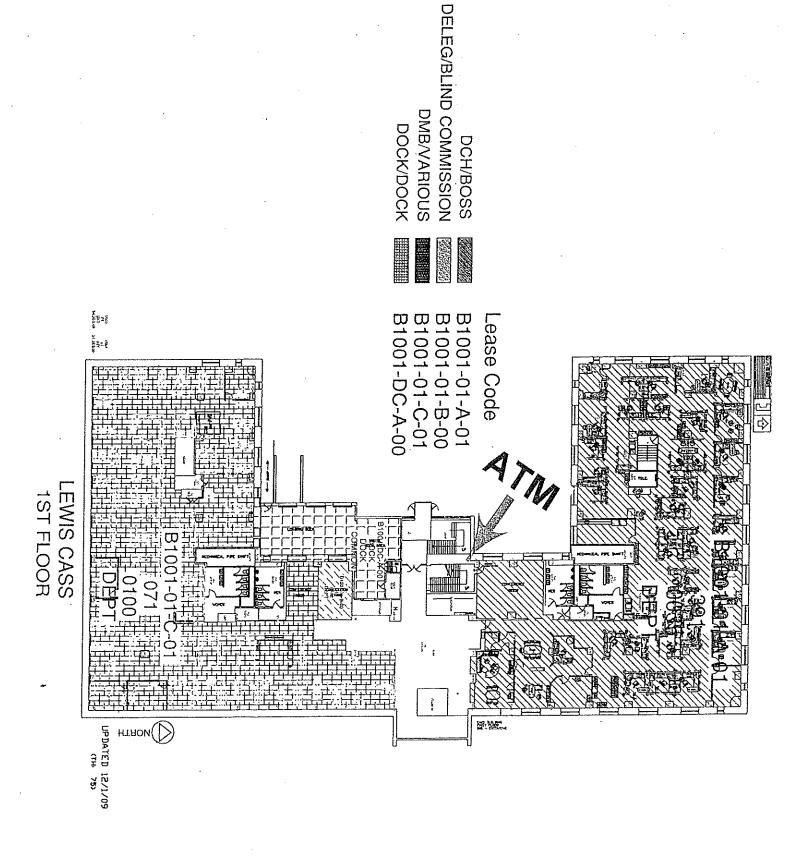
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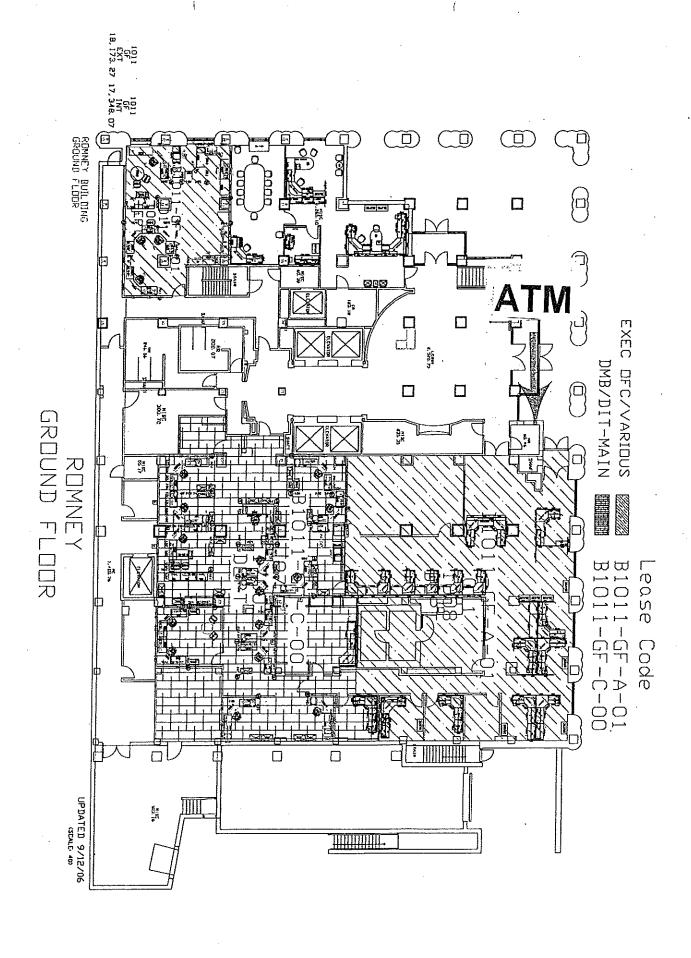
CONTENTS

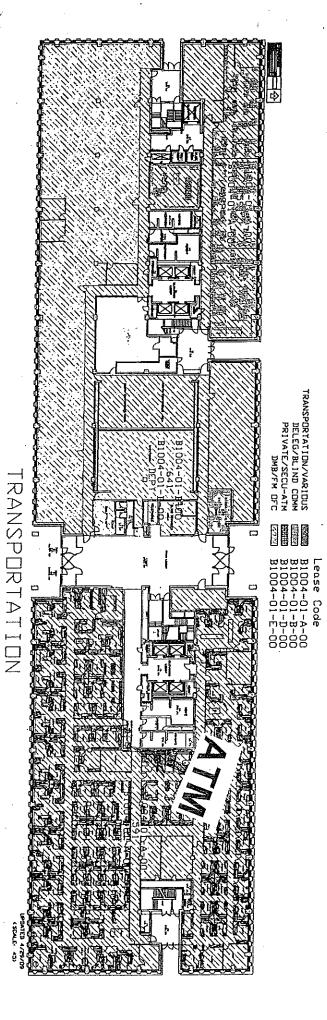
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DNG. BY: S.WHITE REVISED: 3/14/01

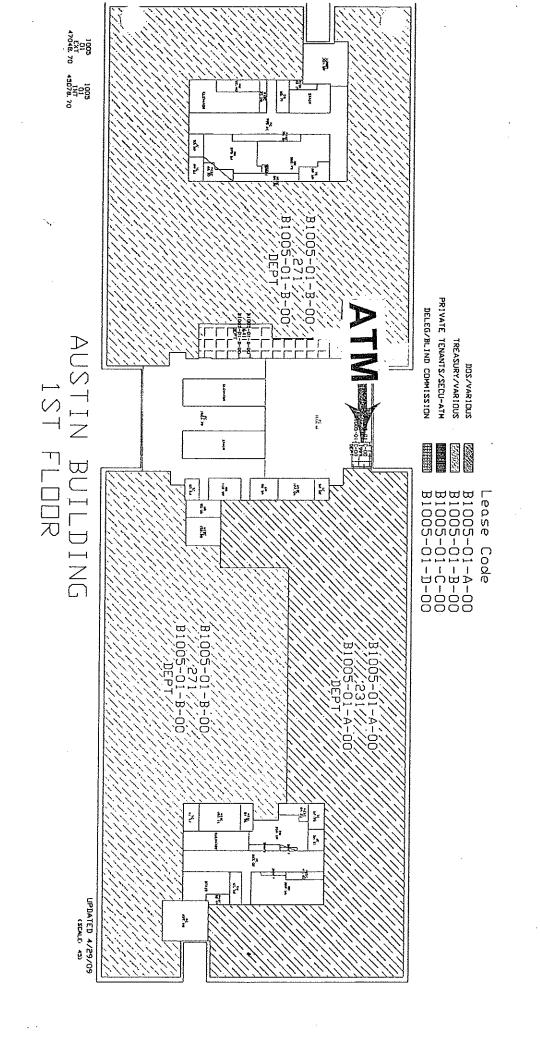


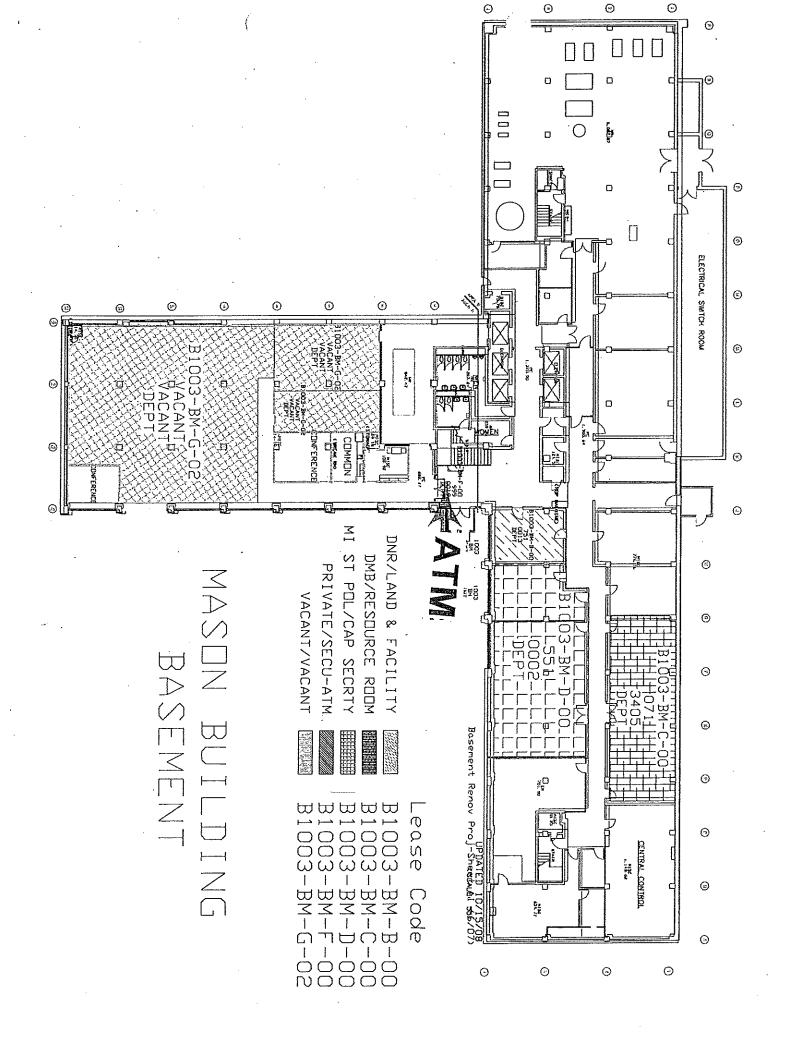


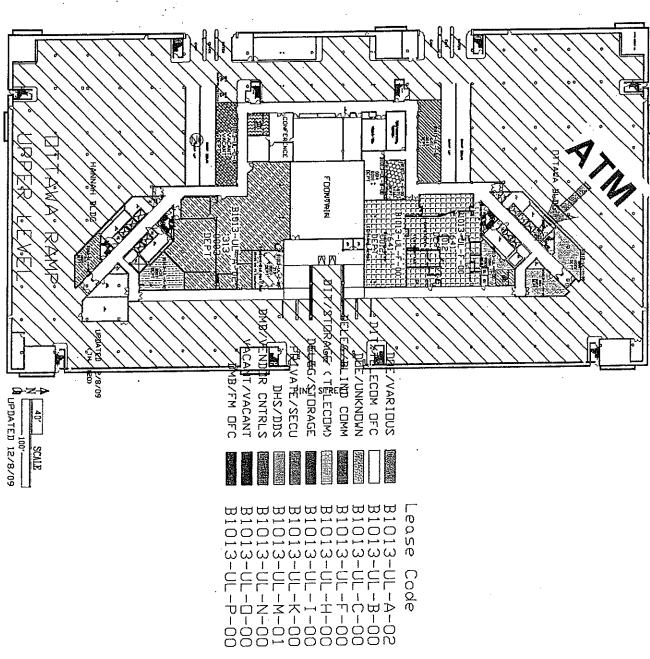


(VANWAGONER BUILDING)

1ST FLOOR



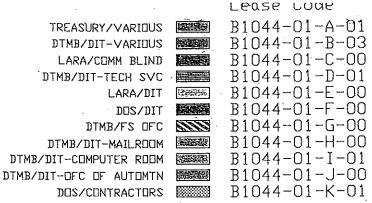


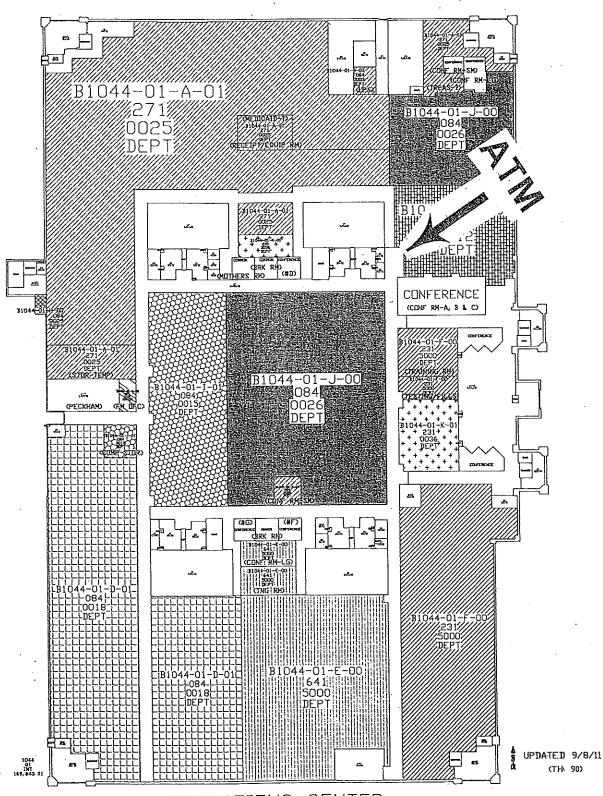


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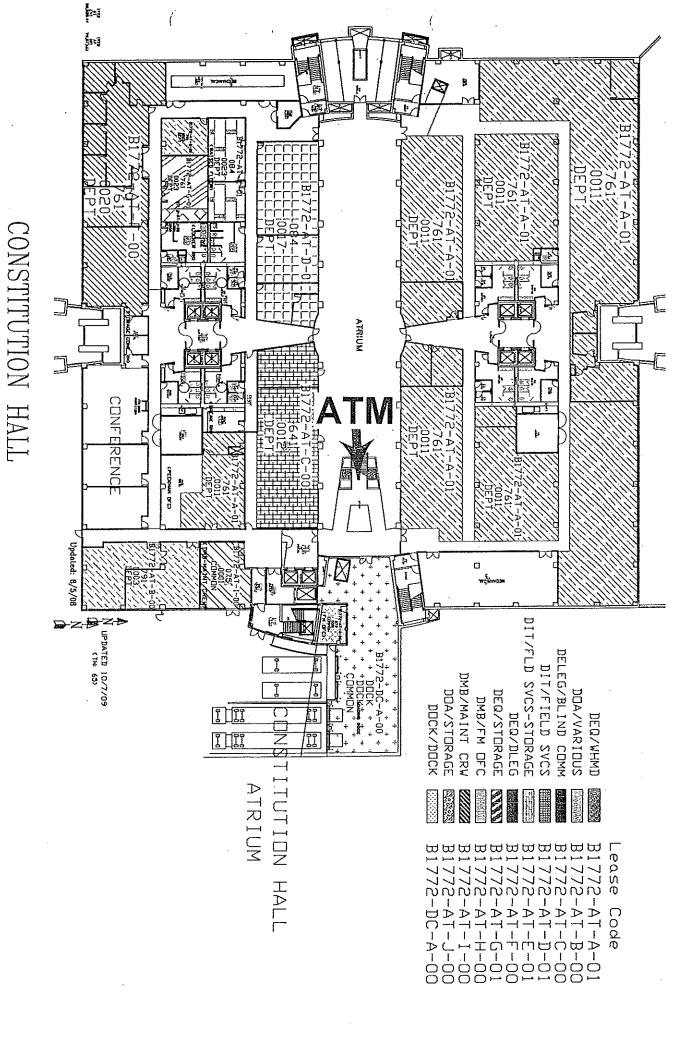
TTAWA RAMP Upper level

ALLEGAN STREET

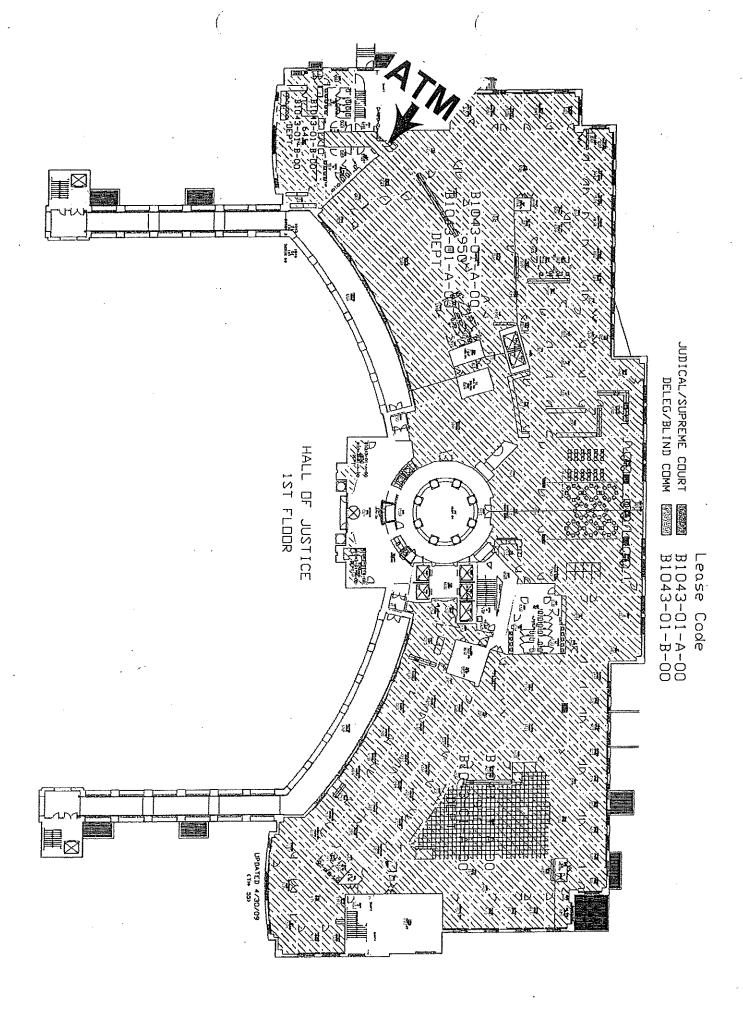


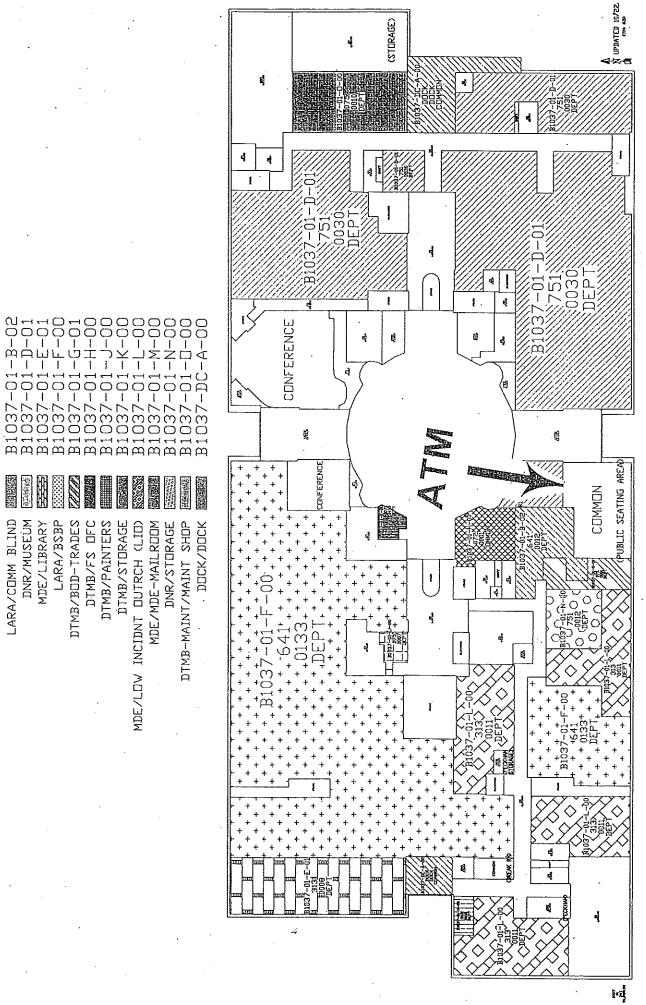


OPERATIONS CENTER
1ST FLOOR



ATRIUM LEVEL





7-01-N-00 -01-M-00

Code

Pose

LARA/COMM BLIND

DNR/MUSEÚM

MDE/LIBRARY

LARA/BSBP

DIMB/FS OFC

DTMB/PAINTERS ÚTMB/STORAGE

MDE/MDE-MAILROOM

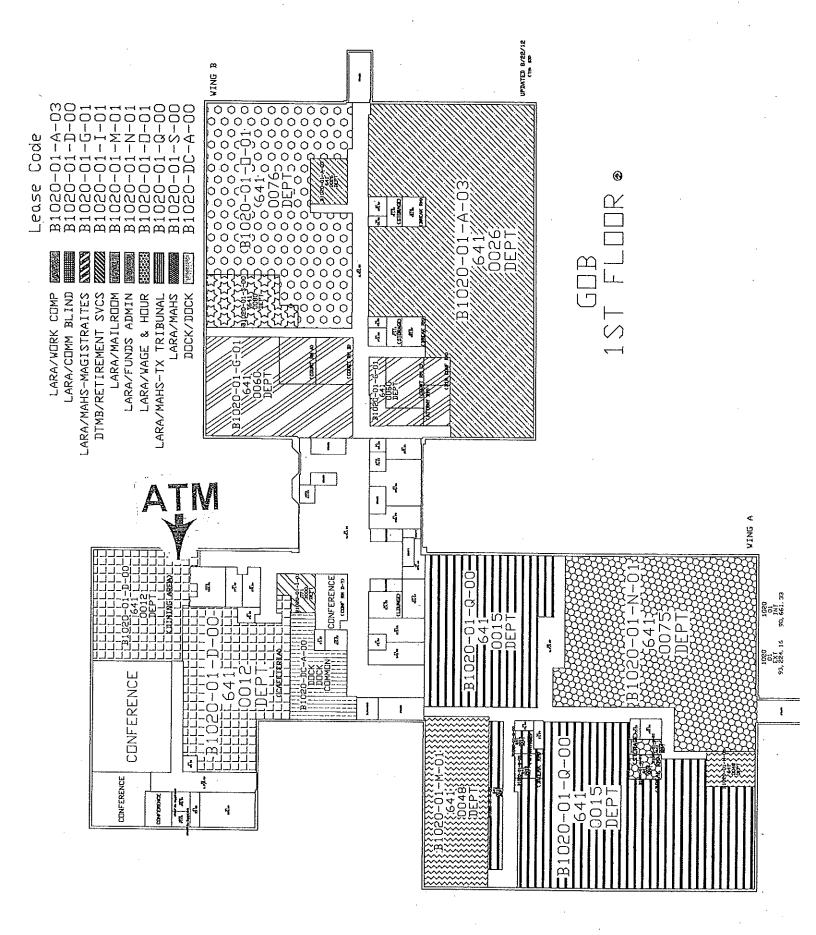
MDE/LOW INCIDNT OUTRCH (LID)

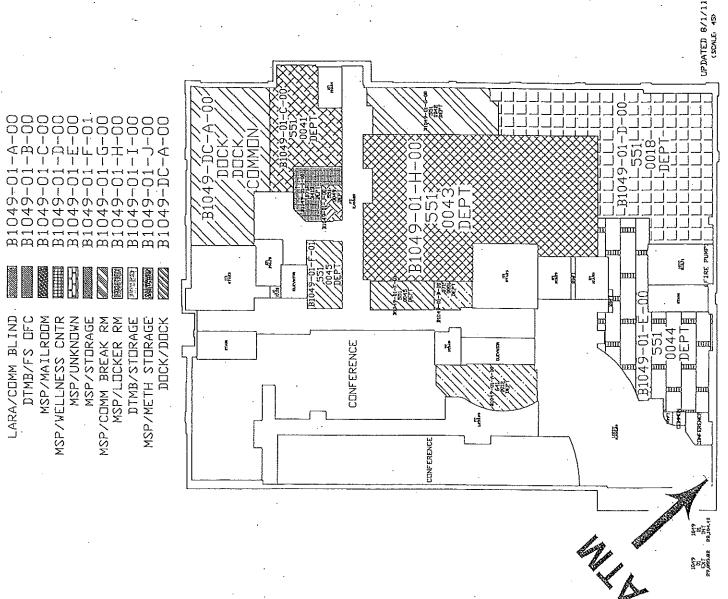
DNR/STORAGE

DIMB-MAINI/MAINT SHOP

DTMB/BUD-TRADES

MLHC ΓSI





Code

Lease

MSP HEADQUARTERS

